

**SEPARATION AGREEMENT,  
GENERAL RELEASE and COVENANT NOT TO SUE**

This Separation Agreement, General Release and Covenant Not to Sue (the "Agreement") is made by and between **KATHERINE KULHAWIK, of 70 Prairie Ave., Derby, Conn.** (hereinafter referred to as "**KULHAWIK**"), and **THE CITY OF DERBY** (hereinafter referred to as "**DERBY**").

**WHEREAS**, prior to this date **KULHAWIK** was employed but the City as a Clerk in the Tax Office, and is a member of the Union for the City Hall Employees, Local 1303-259.

**WHEREAS**, on June 25, 2012, **KULHAWIK** was suspended by the Tax Collector, for inaccurate data entry and manipulation that was not customary and acceptable practices.

**WHEREAS**, **KULHAWIK** and **DERBY** agree to fully settle all claims and disputes existing between them whether known or unknown; and wish to avoid the uncertainty, expenses and burden of litigation and grievances with regards to all matters or proceeding that might arise between them as a result of any actions that have occurred or may occur before the execution of this Agreement, including but not limited to **KULHAWIK'S** employment with **DERBY**.

**NOW, THEREFORE**, in consideration of the above recitals and in further consideration of any sums to be paid, **KULHAWIK** and **DERBY** intending to be bound legally agree as follows:

1. **KULHAWIK** hereby voluntarily resigns her employment with the **DERBY**, effective June 25, 2012 and **DERBY** hereby accepts said resignation, which is irrevocable.
2. The Parties acknowledge the **KULHAWIK** may have engaged in mishandling of cash, misapplication of payments and data manipulation or fraud, the intentional of deletion of data regarding payments of cash and the intentional, unauthorized, suspension of tax billing statement. As a result the **DERBY** has been damaged.
3. **KULHAWIK** agrees to reimburse and pay **DERBY** the total amount of NINE THOUSAND AND 00/100 DOLLARS (\$9,000.00) payable as follows: the amount of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) within thirty days of execution of this agreement, and the amount of \$400.00, per month, commencing November 1, 2012, for ten months, due on the first day of each month, with the last payment due on August 1, 2013.

In the event that the \$5,000.00 not be paid by the September 30, 2012, then this agreement shall be void, and **DERBY**, or its successors or assigns, may proceeds with criminal and/or civil process to recovery its damages. Further, the

parties acknowledge that the damages are difficult to ascertain and that the amounts to be paid hereunder are acceptable. In the event that **KULHAWIK** fails to make any of the payments of \$400.00, **DERBY** shall have the right to commence litigation to enforce this Separation Agreement. In the event that litigation is commenced, **KULHAWIK**, agrees to pay all costs of litigation, statutory interest, and reasonable attorney's fees.

In addition, provided that the \$5,000.00 payment is made, **DERBY** agrees not to refer any criminal rights or claims that it may have to any municipal, state or federal governmental agency, including the Derby Police Department, Connecticut State Police or to any other State or Federal criminal prosecuting authorities.

4. **KULHAWIK** hereby agrees not to sue, agrees not to make, file, pursue or institute any claims, grievances, complaints, charges, actions, lawsuits or legal proceedings of any kind, and unconditionally waives all rights of recovery against **DERBY**, including all of its departments, and including all present, past or future appointed or elected officials, boards, board members, commission, commission members, officers, agents, employees, and volunteers, both individually and officially, from any and all liability from any suits, demands or charges, whether in law or in equity, known or unknown, which existed or exist on or before the date this Agreement is executed, arising under federal, state or municipal constitutions, statutes, charters, regulations or law, including but not limited to: Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981a et seq.; the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-60, et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 720 et seq.; the Age Discrimination in Employment Act of 1974, 29 U.S.C. § 621 et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001-1461; the Older Workers Benefit Protections Act, 29 U.S.C. § 621 et seq.; the Connecticut Wage and Hour Laws, Conn. Gen. Stat. § 31-58 et seq.; the Federal Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; Conn. Gen. Stat. § 31-290a and any and all other federal, state, or local statutes or regulations, legal or equitable claims, whether under any applicable collective bargaining agreement, in contract, express or implied, constitutional, or in tort, including but not limited to tortious interference with business relations, breach of the covenant of good faith and fair dealing, civil assault, breach of contract, detrimental reliance, misrepresentation, tortious or wrongful or retaliatory discharge from employment, breach of public policy, negligence, promissory estoppel, invasion of privacy, defamation, self-defamation, tortious interference with contractual relations, intentional or negligent infliction of emotional or mental distress, other torts or any other common law claims, or for attorneys' fees and costs. To the extent that applicable law prohibits **KULHAWIK** from waiving her rights to participate in a claim or proceeding, **KULHAWIK** agrees she is not entitled to any individual relief, including but not limited to monetary damages, with respect to any such complaint, claim or proceeding.

5. **KULHAWIK** and **DERBY** acknowledge that each party will bear its own costs, expenses, experts' fees and attorneys' fees.
6. **KULHAWIK** and **DERBY** expressly acknowledges and agrees that the consideration provided and to be provided by her to or on behalf of **DERBY** pursuant to this Agreement is sufficient consideration for her and **DERBY** to release her claims against **DERBY**, and by **DERBY** to release its claims against her, including all of its departments, and including all present, past or future appointed or elected officials, boards, board members, commission, commission members, officers, agents, employees, and volunteers, both individually and officially, and is in full settlement, release, satisfaction and discharge of all of **KULHAWIK'S** claims, demands, fees, costs (including, but not limited to, attorneys' fees, experts' fees and related costs) and damages (including, but not limited to, back pay, front pay and wages, and compensatory, consequential, incidental, punitive and liquidated damages) against **DERBY**.
7. **KULHAWIK** expressly acknowledges and agrees that this Agreement, the consideration provided and to be provided pursuant to this Agreement and the execution of this Agreement by the parties is solely for the purpose of avoiding protracted and burdensome litigation and other legal proceedings, based upon disputed claims, demands, obligations or other disputed causes of action released by **KULHAWIK** herein. **KULHAWIK** further understands and agrees that this Agreement and its execution shall not be interpreted or considered as and does not constitute an admission and that she engaged in wrongdoing other than as described herein.
8. **KULHAWIK** and **DERBY** acknowledge and agree that they will make no claim or demand and hereby waive any rights they may have now or may hereafter have or claim to have, based on any alleged oral alteration, amendment, modification or other alleged change in this Agreement. **KULHAWIK** and **DERBY** all mutually agree that this Agreement represents the full and entire agreement between the parties and fully replaces and supersedes any and all prior agreements or understandings, written or oral, between them. **KULHAWIK** and **DERBY** agree and acknowledge that there is no written or oral understanding or agreements between the parties that is not recited herein, and **KULHAWIK** and **DERBY** have not relied upon any other statement or agreement in deciding to enter into this Agreement. **KULHAWIK** and **DERBY** agree that the terms of this Agreement cannot be changed or modified in any respect except in a writing signed by all parties to this Agreement.
9. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any party to this Agreement because said party drafted or caused the party's legal representative to draft any of the provisions. **KULHAWIK** and **DERBY** agree that if any provision of this Agreement as presently written shall be construed to be illegal, invalid, or unenforceable by a court of competent jurisdiction, said illegal, invalid or unenforceable provision shall be deemed to be amended and shall be construed by the court to have the

broadest scope permissible under applicable law. If no validating construction is possible, said illegal, invalid or unenforceable provision shall be severable from the rest of this Agreement, and the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

10. **KULHAWIK** and **DERBY** agree that this Agreement shall be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of laws provisions.
11. **KULHAWIK** understands that she is entitled to have twenty-one (21) days to consider this Agreement and that she is encouraged to consult with an attorney before signing this Agreement. **KULHAWIK** acknowledges and affirmatively states that if she signs this Agreement prior to expiration of the twenty-one (21) days, she does so voluntarily and of her own free will, and agrees to and accepts all its provisions. **KULHAWIK** also acknowledges that she may revoke this Agreement within seven (7) days of the date on which she executes it, but not thereafter. If **KULHAWIK** wishes to revoke this Agreement, she must do so in writing, by letter postmarked within seven (7) days following her execution of this Agreement to Joseph T. Coppola, Esq., 115 Technology Dr., B 207, Trumbull, Conn. 06611.
12. **KULHAWIK** and **DERBY** affirmatively states that they have carefully read this Agreement; that they had the opportunity to have their respective attorney review this Agreement, that they have a full understanding of the contents and effect of this Agreement, and that they have executed this Agreement voluntarily and without coercion from anyone.

**BY SIGNING THIS AGREEMENT, KATHERINE KULHAWIK, AND THE CITY OF DERBY FULLY UNDERSTAND AND COMPREHEND ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THEIR WILLINGNESS TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**KATHERINE KULHAWIK**

  
KATHERINE KULHAWIK

Date: 8/24/2012

Subscribed and sworn to before me this 24 day of August, 2012.

  
Commissioner of Superior Court/Notary Public